

**TRANSMITTAL OF CONTRACTOR'S SUBMITTAL**DATE: 07/21/2014

To:	Mr. Chris Shukis, PWD FEAD NLON (NAVFAC MIDLANT) Christopher.Shukis@navy.mil	From:	Graham Sharkey, AGVIQ-CH2M Hill (Contractor) Graham.Sharkey@CH2M.com
CC:	Gregory.Pearman@marines.usmc.mil Lora.Fly@navy.mil David.Brayack@tetrattech.com AlTaormina@att.com	CC:	Jim.Nicotri@ch2m.com SMatney@tikigaq.com PShepherd@ch2m.com Amy.Wolff@ch2m.com JBradbury@ch2m.com

SUBMITTAL INFORMATION	
Submittal No.:	304 – Building Warranty
<input checked="" type="checkbox"/> New Submittal	<input type="checkbox"/> Resubmittal
Project:	Full Scale Permanent Treatment System – New York American Water
Project No.:	N62470-08-D-1006, TO No.: WE23
Specification Section No.:	13 34 19
Date of Submittal:	07/21/2014

SUBMITTAL TYPE:		
<input type="checkbox"/> Shop Drawing	<input type="checkbox"/> Sample	<input checked="" type="checkbox"/> Informational
<input type="checkbox"/> Material Data	<input type="checkbox"/> Proposed Substitution	<input type="checkbox"/> Other

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. and Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes
1	304 – Building Warranty	13 34 19	Attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The following information about the submission is hereby provided:

304 – Building Warranty
This submittal includes the building warranty for the metal building as supplied by Nucor Building Systems. 1 year building warranty, 20 year weather tightness warranty, and 30 year roof/siding finish warranty.
This submittal is hereby submitted for your review and Government approval is required.

CONTRACTOR hereby certifies that (i) CONTRACTOR has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____

CONTRACTOR (Authorized Signature)

Submittal Review Comments Checklist

PROJECT DATA			
Project Name:	Full Scale Permanent Treatment System - New York American Water	Client:	Naval Facilities Engineering Command, Mid-Atlantic
Project No.:	N62470-08-D-1006 TO No.: WE23	Project Location:	Seamans Neck Road, Levittown, New York
Inspection Date:	07/21/2014	Inspector:	Graham Sharkey, CH2M Hill
Report No:	304	Contractor:	AGVIQ-CH2M Hill

SUBMITTAL DETAILS			
Submittal No.:	304 – Building Warranty		
Specification Section:	13 34 19	Reviewer Name:	Graham Sharkey
Description:	Building Warranty	Page:	15
Submittal Type:	<input type="checkbox"/> Shop Drawing <input type="checkbox"/> Sample <input checked="" type="checkbox"/> Information		
Approval:	<input type="checkbox"/> 1. Approved <input type="checkbox"/> 2. Approved as noted <input type="checkbox"/> 3. Partial Approval – Resubmit as Noted (resubmittal required) <input type="checkbox"/> 4. Revise and Resubmit (resubmittal required) <input type="checkbox"/> 5. Not subject to review		

[illegible]

ONE YEAR BUILDING WARRANTY

CERTIFIED DESIGN

Nucor Building Systems certifies that its buildings are designed under the supervision of registered engineers with the aid of state-of-the-art computer systems and in observance of the design criteria of the Metal Building Manufacturers Association, the American Institute of Steel Construction, and the American Iron and Steel Institute. Nucor certifies that this building is designed to the loads specified to Nucor on the Order Document in general compliance with the specified building code. Selection of loads is the responsibility of the buyer. The Nucor Project Engineer is not the Engineer of Record for the project and cannot be construed as such. Complete structural calculations are available upon request.

QUALITY CONTROLLED PRODUCTION

Nucor Building Systems certifies each building to be made of prime quality materials under qualified supervision using accepted quality control practices. Welding is done by welders tested for competence using American Welding Society tests. All purchased components must meet high standards. These standards and specifications are available upon request.

GUARANTEED DURABILITY

Nucor Building Systems certifies to its Purchaser and to the original owner that all material and/or accessories are warranted for a period of one year after delivery against failures caused by faulty or substandard material or accessories.

THIS WARRANTY DOES NOT COVER

1. Defects in or failure of the foundation;
2. Earthquakes, tornadoes, or other Acts of God;
3. Explosion, fire, riots, or acts of war;
4. Falling objects, scraping, walking, or jumping on roof;
5. Bumping, scraping, ramming, or otherwise abusing walls;
6. Hanging of any weight in excess of designed conditions;
7. Radiation, noxious fumes, or foreign substances in atmosphere or inside the building which may be harmful to the material;
8. Moving the building from its original location;
9. Any signs, structures, vents, stacks, gutters, flashing, skylights, or machinery installed on the building by others;
10. Any damage to the building caused by others, including but not limited to damage to the building by other crafts, contractors and sub-contractors;
11. Damage caused by improper storage or installation procedures;
12. Loading conditions in excess of those specified on the Order Document;
13. Water, light, or air infiltration into the building proper due to improper installation;
14. Defects caused by unauthorized modifications or improper techniques made by any party to any component within the building.

Nucor Building Systems makes no guarantees or warranties, either express or implied beyond the fact hereof and shall have no liability with respect thereto. Nucor Building Systems shall not be responsible for any consequential damage to the building, its contents, or other material. All claims for corrective field labor must be pre-approved and submitted in writing prior to corrective work, but no later than six (6) months after shipment. All other Warranties including Warranties of Merchantability and fitness for purpose, express, or implied, by operation of law or otherwise, are excluded. In any event, Nucor's liability is limited to the terms listed here and/or on the standard warranties on file with Nucor.

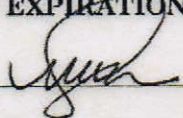
Nucor shall not have any obligation under any warranty or guarantee until all bills for material, installation and erection of said building and component thereof and labor and other work performed by the Purchaser have been paid in full by the Owner.

Builder has certified that Nucor panels were stored and installed in accordance with Nucor instructions. In the event Panels were not stored and installed in accordance with Nucor instructions, the Builder and/or those responsible for installation assume all liabilities to the Owner.

Preventative Maintenance Manual: Your building will occasionally need attention to maintain current aesthetic appeal, warranty coverage, weathertightness and proper working order of accessory items. Nucor Building Systems has made available a Preventative Maintenance Manual for you, the end owner. The purpose of the manual is to assist in your efforts in maintaining and protecting your new building. You can access and print the Preventative Maintenance Manual by going to our website (www.nucorbuildingsystems.com).

NUCOR PROJECT#	S12S0554A
NUCOR PROJECT NAME	Aqua NY Water Phillip Ross Ind.
PURCHASER	ABGNJ, LLC
ORIGINAL OWNER	Naval Facilities Engineering Command Mid Atlantic Naval Weapons Plant
WARRANTY EXPIRATION DATE	November 18, 2014

Controller _____



1 yr. Bldg.

NUCOR

BUILDING SYSTEMS

20 YEAR NUCOR "CFR"TM WEATHERTIGHTNESS WARRANTY

Purchaser and Nucor Building Systems (NBS) hereby warrant to the Original Owner of the structure on which NUCOR "CFR"TM panels are installed for a period of twenty (20) years from the shipment date (see expiration date below), during which Purchaser shall repair or stop any roof leaks due to ordinary wear and tear by the elements, subject to the terms and conditions listed below.

Purchaser and NBS agree that Purchaser assumes sole responsibility for installation performance and agrees to indemnify, defend, and hold NBS harmless for the first 24 months of this warranty (from shipment date). Purchaser shall be primarily liable to the Original Owner under this warranty, but NBS guarantees Purchaser's performance hereunder. Deficiencies discovered within the first 24 months are the responsibility of the Purchaser for the warranty period.

There shall be no liability on NBS for roof leaks or damage to the roof caused by or associated with:

- A. Corrosion caused by exposure to marine (salt water atmospheres), constant spray of either salt or fresh water or corrosive chemicals, ash, or fumes generated or released inside the building or from nearby chemical plants, foundries, plating works, kilns, fertilizer manufacturers, and the like.
- B. Ventilators, skylights, gutters, valleys, flashings to parapet or to other structures or penetration to the roof associated with signs, vent equipment or other causes.
- C. Condensation caused by, including but not limited to, negative building air pressure or insufficient or defective vapor barrier or insulation.
- D. Suspension on the building of any weight in excess of specified design loads and conditions; defects in the foundation; excessive scraping or excessive walking on the roof.
- E. Improper installation, such as non-compliance with instruction from NBS erection manual, NBS erection drawings, and details or other unacceptable erection procedures.
- F. Any other cause beyond control of NBS.
- G. In the event of roof leak, both NBS and Purchaser must be notified by Original Owner in writing within 30 days, NBS agrees to specify the repair work for stopping the leak, and reserves the right to undertake, supervise, or approve such repair work.
- H. Damages to the roof or structure due to acts of God or damage caused by workers or services performed on the roof.
- I. Any occurrence specifically excluded by the Nucor Building Warranty or Finish Warranty, issued concurrently with this warranty.

LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL COST OF THE REPAIR WORK AND IN NO EVENT SHALL EXCEED THE SUM OF \$ **1512.00** IN THE AGGREGATE FOR ALL CLAIMS MADE HERE UNDER, NOR SHALL PURCHASER OR NBS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS, OR OTHER MATERIALS.

This warranty is extended for the sole benefit of the Original Owner named below, and is not transferable or assignable.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT FOR NUCOR BUILDING SYSTEMS' SEPARATE MATERIAL WARRANTY PERTAINING TO THE SAME BUILDING.

This warranty shall be void if building is moved from its original location or if all of NBS's specifications are not followed in performing any repair work covered by this warranty. This warranty is valid only if all the provisions of the material warranty (paint and Galvalume®) are followed. Any breach of the material warranty negates Nucor of responsibility on the weathertightness warranty.

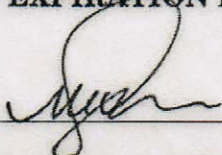
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NUCOR PROJECT#	S12S0554A
NUCOR PROJECT NAME	Aqua NY Water Phillip Ross Ind.
PURCHASER	ABGNJ, LLC
ORIGINAL OWNER	Naval Facilities Engineering Command Mid Atlantic Naval Weapons Plant
WARRANTY EXPIRATION DATE	November 18, 2033

Controller _____



20 yr. CFR Weathertight

NUCOR

BUILDING SYSTEMS

30 YEAR PVDF (Polyvinylidene Difluoride) PAINT SYSTEM ROOF OR SIDEWALL WARRANTY

Nucor Building Systems ("NBS") hereby warrant to Original Owner named below that its PVDF system will perform as follows: (Non-standard Nucor/custom colors are excluded from this warranty unless otherwise agreed upon in writing)

CHALK RATING

1. Will not chalk for a period of thirty (30) years from date of shipment on sidewall or roof panels in excess of a numerical rating of 8 when measured in accordance with the procedure specified in ASTM-D4214-98.

FADE RATING

1. Will not fade for a period of thirty (30) years from date of shipment on sidewall or roof panels in excess of 5ΔE (Hunter) units when tested in accordance with the procedure outlined in ASTM-D-2244-02.
2. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils, dirt, chalk, oxidized film, oil, grease or other foreign contaminants. It is understood that fading may not be uniform if the surfaces are not equally exposed to the sun and elements.

NBS warrants to Original Owner named below that its Nucor PVDF Paint system will not crack, check, blister, peel, flake, or chip for a period of thirty (30) years. Cracks or cracking is defined as breaks in the flat coating as opposed to cracking or breaks in the film caused by metal forming which is accepted as standard.

If the PVDF system finishes on any panel fail to meet the above warranty, NBS will:

1. repaint or make available, on site, any such panels showing such failure, or
2. otherwise restore such panels to the satisfaction of the Original Building Owner, and will assume the full cost of materials, EXW Loaded, required for such repainting, replacement, or restoration. In no event shall NBS be liable for any incidental, special, punitive, or consequential damages.

It will be at the discretion of NBS what measures shall be taken (i.e. whether such panels will be repainted, replaced, or otherwise treated) to provide suitable repair or restoration of any failure.

This warranty applies only to panels erected in the Continental United States, Alaska, Canada and Mexico (Hawaii and Caribbean excluded) and which have been exposed to normal weather and atmospheric conditions, is limited to the aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, incorrect erection techniques, external forces, explosions, fire, riots, civil commotions, acts of war, radiation or harmful gases or fumes, excessive salt atmospheres, chemicals and foreign substances (i.e. abnormal quantities of sand or dirt particles) in the air or atmosphere, and regardless of roof or sidewall pitch, installation and storage must provide for proper drainage so as not to hold any water of condensation. Additionally, insulation systems must be as defined in Nucor standard documents. Improper use of cutting blades or hot saws that expose the panels to debris shall void the warranty. This warranty does not apply to panels exposed to conditions that may diminish the life of the panels such as water runoff from existing structures, condensation unit runoff, or pipes and the like that introduce irritants to the panels.

THE SELLER MAKES NO GUARANTEE, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR ANY PURPOSE AND MERCHANTABILITY BEYOND

THE FACE HEREOF WITH RESPECT TO ITS PVDF SYSTEM, AND SHALL HAVE NO LIABILITY WITH RESPECT THERETO EXCEPT TO REPAIR, REPLACE, OR RESTORE PANELS FAILING TO MEET THE PRIOR MENTIONED GUARANTEE AS HEREINAFTER CONDITIONED AND LIMITED.

In the event of failure of PVDF system finished panels, NBS must be notified in writing concerning the failure within thirty (30) days after the failure is called to the Original Owner's attention. NBS shall upon notification, inspect such failure.

If it is determined that the failure is covered by the warranty, it will be NBS's responsibility to obtain two or more competitive bids for repainting, replacing, or otherwise restoring the panels showing failure to the satisfaction of the Original Owner; whichever method is at the discretion of NBS, most appropriate to remedy the failure. Labor for replacement panels shall be covered by the Purchaser.

Panels repainted, replaced, or otherwise restored hereunder shall be warranted to the same extent, and to the same expiration date, as the original defective material repainted, replaced, or restored hereunder.

NBS reserves the right to reject such bids, and may obtain additional bids for remedying the failure, as required herein. In the case of repainting, NBS also reserves the right to reject the repainted materials to be used.

Upon acceptance of any such bid, NBS will authorize the Original Owner in writing to proceed with the required corrective work, and upon receipt of satisfactory proof of its expenses and a full and complete written release from Original Owner of any and all further claims against NBS under this warranty arising from such failure, NBS will pay Original Owner's authorized costs of materials.

This warranty is the full and complete agreement of the parties and shall not be modified, altered, or extended except in writing signed by a duly authorized representative of Nucor Building Systems.

This warranty shall be deemed to have become effective on the shipment date and will apply to PVDF system materials, as defined herein, shipped on or after such date.

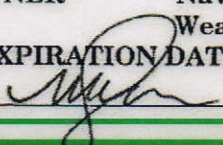
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NUCOR PROJECT NAME Aqua NY Water Phillip Ross Ind.
PURCHASER ABGNJ, LLC
ORIGINAL OWNER Naval Facilities Engineering Command Mid Atlantic Naval
Weapons Plant
WARRANTY EXPIRATION DATE November 18, 2043

Controller



Rev. 12/12

30 yr. PVDF